

written request to the other party. In the event the parties are unable to resolve the controversy through the Mini-Trial, the dispute shall be submitted to binding arbitration in accordance with the rules of Missouri law. Such arbitration shall be initiated by either party by notifying the other party in writing and requesting a panel of five (5) arbitrators from the American Arbitration Association. Alternate strikes shall be made to the panel commencing with the party requesting the arbitration until one name remains. Such individual shall be the arbitrator for the controversy. The party requesting the arbitration shall notify the arbitrator who shall hold a hearing(s) within 60 days of the notice. The arbitrator shall render a decision within 20 days after the conclusion of the hearing(s). Judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof. All fees for such arbitration will be divided equally between the parties except that each party shall pay its own attorney's fees and costs associated with producing documents and other information. If Member asserts any claim and has failed to pay Triumph for any genetics or owes any payment to Triumph, Member shall be obligated to pay for all delivered genetics and to pay to Triumph all amounts owed, with no right of setoff, as a condition of invoking this Alternative Dispute Resolution procedure.

In Witness Whereof, the parties have caused this Agreement to be executed on the day and year above written.

THIS CONTRACT CONTAINS A BINDING ARBITRATION CLAUSE WHICH MAY BE ENFORCED BY THE PARTIES.

TRIUMPH PORK GROUP LLC

By: _____

Name: _____

Title: _____

MEMBER: _____

By: _____

Name: _____

Title: _____